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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Panec

Attorney Docket No.: GCENP010

Application No.: 10/618,089

Examiner: Not yet assigned

Filed: July 11, 2003

Group: 2133

Title: APPARATUS AND METHOD FOR
GENERATING ALERT MESSAGES IN A
MESSAGE EXCHANGE NETWORK

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as first-class mail on

April 11, 2005 in an envelope addressed to the Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450

Signed:

Mia Mitchell-Haynes

**POWER OF ATTORNEY BY ASSIGNEE, 37 CFR §3.73 STATEMENT, AND
EXCLUSION OF INVENTOR UNDER 37 CFR §3.71**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Grand Central Communications, Inc. is the assignee of the above-referenced patent application by virtue of an assignment document. The assignment document is/was recorded:

- ☐ at Reel ___, Frame(s) ___
☐ on _____
☒ submitted concurrently herewith

The assignee represents, pursuant to 37 C.F.R. §3.73(b), that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and hereby appoints the law firm of Beyer Weaver & Thomas, LLP and all practitioners who are associated with the **Customer Number 022434** as principal attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please send all correspondence for this application as follows:

Customer Number 022434

022434

BEYER WEAVER & THOMAS, LLP
P.O. Box 778
Berkeley, CA 94704-0778

Please direct any calls to **Joseph M. Villeneuve** (510) 843-6200.

Further, pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Assignee of Interest:

Grand Central Communications, Inc.
50 Fremont Street, 16th Floor
San Francisco, CA 94105

Date April 19, 2004


Name: Halsey Minor
Title: CEO

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

APPARATUS AND METHOD FOR GENERATING ALERT MESSAGES IN A MESSAGE EXCHANGE NETWORK


(Atty. Docket No. GCENP010), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 10/618,089 . (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, an undersigned inventor, hereby:

- 1) Sell, assign and transfer to Grand Central Communications, Inc., a Delaware corporation having a place of business at 50 Fremont Street, 16th Floor, San Francisco, California 94105 ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- | | | |
|----|--|----------------------|
| 1) | Signature:  | Date: <u>3/26/04</u> |
| | Typed Name: Peter A. Panec | |
| 2) | Signature: _____ | Date: _____ |
| | Typed Name: Jason Brant Douglas | |

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Signed on the date indicated beside my signature.

- 1) Signature: _____
Typed Name: Peter A. Panec
- 2) Signature: _____
Typed Name: Jason Brant Douglas

Date: _____

Date: 4/5/05